

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
PROCUREMENT  
P.O. BOX 30026, LANSING, MI 48909  
OR  
525 W. ALLEGAN, LANSING, MI 48933

**NOTICE OF CONTRACT NO. 071B5500125**

between

**THE STATE OF MICHIGAN**

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Midstate Security Company 5975 Cross Roads Commerce Parkway, SW Wyoming, MI 49519	Jeff Swinehart	jswinehart@midstatesecurity.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	616-257-1180	2517

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDOC	Edward Vallad	(517) 241-2361	ValladE@michigan.gov
CONTRACT ADMINISTRATOR	DTMB- Procurement	Lisa Crozier-Green	(517) 284-7042	CrozierGreenL@michigan.gov

**CONTRACT SUMMARY**

**DESCRIPTION:**

Integrated Security Corporation – Infinity 2020 Perimeter Security System and Senstar FlexPS Fence-Mounted Perimeter Intrusion Detection System

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Three (3) Years	August 14, 2015	August 13, 2018	Two 1-Year Options
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	Destination	Varies	

**ALTERNATE PAYMENT OPTIONS**

☐ P-card ☐ Direct Voucher (DV) ☐ Other

**EXTENDED PURCHASING**

☒ Yes ☐ No

**MINIMUM DELIVERY REQUIREMENTS:**

N/A

**MISCELLANEOUS INFORMATION:**

N/A

**ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:**

\$2,507,130.00

**For the Contractor:**

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**Steven Premo,  
Contract Administrator  
Midstate Security Company**

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**Date**

**For the State:**

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**Rebecca Cook, Division Director  
DTMB-Procurement  
State of Michigan**

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**Date**



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Midstate Security Company ("**Contractor**"), a Maryland corporation. This Contract is effective on August 14, 2015 ("Effective Date"), and unless terminated, expires on August 13, 2018.

This Contract may be renewed for up TWO additional 1-Year periods. Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Lisa Crozier-Green DTMB-Procurement 525 West Allegan, Constitution Hall, 1NE Lansing, MI 48913 Phone: (517) 284-7042 FAX: (517) 335-0046 Email: CrozierGreenL@michigan.gov	Jeff Swinehart Midstate Security Company 5975 Cross Roads Commerce Parkway, SW Wyoming, MI 49519 616-257-1180 jswinehart@midstatesecurity.com



3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Lisa Crozier-Green DTMB-Procurement 525 West Allegan, Constitution Hall, 1NE Lansing, MI 48913 Phone: (517) 284-7042 FAX: (517) 335-0046 Email: CrozierGreenL@michigan.gov	Jeff Swinehart Midstate Security Company 5975 Cross Roads Commerce Parkway, SW Wyoming, MI 49519 616-257-1180 jswinehart@midstatesecurity.com

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Edward S. Vallad Physical Plant Division Michigan Department of Corrections P.O. Box 30003 Lansing, MI 48909 Phone: (517) 230-9335 FAX: (517) 241-5129 Email: <a href="mailto:vallade@michigan.gov">vallade@michigan.gov</a>	Jeff Swinehart Midstate Security Company 5975 Cross Roads Commerce Parkway, SW Wyoming, MI 49519 616-257-1180 jswinehart@midstatesecurity.com

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
<b>Umbrella or Excess Liability Insurance</b>	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions,



	agencies, offices, commissions, officers, employees, and agents” as additional insureds.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
<b>Hired and Non-Owned Motor Vehicle Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds.
<b>Property Insurance</b>	
Property Insurance covering any loss or damage to the State-owned office space used by Contractor for any reason under this Contract, and the State-owned equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The State must be endorsed on the policy as a loss payee as its interests appear.	
<b>Pollution Liability and Asbestos Pollution Liability (Errors and Omissions)</b>	
<u>Minimal limits:</u> \$1,000,000 Each Occurrence	Contractor must have their policy: (1) be applicable to the work being performed, including



<p>\$2,000,000 Annual Aggregate</p>	<p>completed operations equal to or exceeding statute of repose; (2) not have exclusions or limitations related to Transportation (upset overtun, spills during loading or unloading, Hazardous Materials Handling, and Non Owned disposal site liability; and (3) endorsed to add "the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents" as additional insured.</p>
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If any of the required policies provide **claim-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget  
Financial Services – Cashier Unit  
Lewis Cass Building  
320 South Walnut St.  
P.O. Box 30681  
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This Contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Upon written agreement between the State and Contractor, this Contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.



10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A, Section 1.9 Purchase Order.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this





Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 30 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel;



(b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).



The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. *RESERVED.*
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
  - a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing



party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. *RESERVED.*

34. *RESERVED.*

35. *RESERVED.*





36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Prevailing Wage.** This Contract and any subcontract is subject to the Prevailing Wage Act, 1965 PA 166. Contractor must comply with the state prevailing wage law and its requirements.
41. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
42. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.



43. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
44. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
45. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
46. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
47. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
48. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
49. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) Exhibit D; (e) any other exhibits; and (f) the Contract.
50. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
51. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
52. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
53. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").



**STATE OF MICHIGAN**  
Contract No. 071B5500125  
PERIMETER FENCE

**EXHIBIT A**  
**STATEMENT OF WORK**  
**CONTRACT ACTIVITIES**

This exhibit identifies the requirements for this Contract.

**Project Background:** The CONTRACT is for the following compatible high security perimeter fence systems and parts

**Integrated Security Corp**, Infinity 2020 Perimeter Fence Security Systems and Parts

**RBtec** High Security Perimeter Fence Detection Systems and Parts

**Senstar** Flex PS™ Fence-Mounted Perimeter Intrusion Detection Systems and Parts

This contract is for State-wide use. Pricing includes all required components, technical support, training price per site visit, and freight. The State reserves the right to add related products, and/or services.

<b>Mandatory Minimums</b>
<b>Brand Specific Contract</b>
Contractor may present one or more brands. Contractor certifies bid is to supply one or more of the specified brands. Contractor is providing Integrated Security Corporation, Infinity 2020 Perimeter Security System and Senstar FlexPS™ Fence-Mounted Perimeter Intrusion Detection System, as noted. <input checked="" type="checkbox"/> Integrated Security Corp., Infinity 2020 Perimeter Security System <input checked="" type="checkbox"/> Senstar FlexPS™ Fence-Mounted Perimeter Intrusion Detection System
<b>Contractor Status</b>
Contractor certifies they are the Manufacturer or the Manufacturer's Authorized Dealer or Distributor of the specified brand(s). <input checked="" type="checkbox"/> Integrated Security Corp. <input checked="" type="checkbox"/> Senstar
<b>Specifications</b>
Contractor certifies all components supplied will be compliant with Exhibit D Specifications published in the RFP.
<b>Compatibility</b>
Contractor certifies all components supplied will be compatible with existing Integrated Security Corp, RBtec and/or Senstar components.
<b>General Requirements</b>
<b>1.1 Additional Specifications</b>
Contractor must provide complete specifications of the compatible systems and parts upon request by the State.
<b>1.6 Direction of Contract Activities</b>
Contractor must carry out the Contract Activities under the direction and control of the State Program Manager.
<b>Service</b>
<b>Customer Service</b>
The Contractor agrees to provide, at no charge to the State, telephone and email support (inside Rep, outside Rep, technical support) 7:00 a.m. – 4:30 p.m. EST, Monday – Friday, including all State of Michigan Holidays. New Year's Day Martin Luther King, Jr. Day President's Day Memorial Day



Independence Day  
 Labor Day  
 General Election Day (even numbered years)  
 Veterans Day  
 Thanksgiving Day and the day after  
 Christmas Eve  
 Christmas Day  
 New Year's Eve

The Contractor toll-free telephone number, email address and location of the telephone support center is:  
 1-800-955-1317  
 jswinehart@midstatesecurity.com  
 5975 Crossroads Commerce Parkway  
 Wyoming, MI 49424

The Contractor contact name and telephone number for emergency situations occurring outside standard customer service hours is:  
 Call Center: 1-800-955-1317

## **2.2 Warranties**

Integrated Security Corporation warranties all product against manufacturer's defects for one year.  
 Senstar warranties all product against manufacturer's defects for one year.

Integrated Security Corporation (the Manufacturer) will pay return shipping on defective parts. Shipment of replacement parts will occur the same day or next day. Parts are generally not repaired. Manufacturer understands facilities need the system operational 24/7 and will replace parts before they are returned. However, if the part is damaged or otherwise not a warranty replacement, the State will be charged for the replacement part.

Senstar (the Manufacturer) will pay return shipping on defective parts. Shipment of replacement parts will occur the same day or next day. Parts can be repaired within 1 to 2 weeks, or the Manufacturer will ship replacement parts. If the part is damaged or otherwise not a warranty replacement, the State will be charged for the replacement part.

The State reserves the right to require warranties other than those identified by the Contractor in its response to this RFP.

## **2.3 Recall Requirements and Procedures**

Midstate Security Company will notify the State of any recalls

## **2.4 Quality Assurance Program**

Product will be shipped directly to State facilities. Issues will be addressed accordingly upon notification.

## **2.5 Incentives**

N/A

## **3 Ordering**

The State is neither obligated to purchase, nor will it guarantee the purchase of, any specific quantity of compatible systems and parts.

The State requires no minimum order for quantity or dollar amount.

### **3.1 Purchase Order**

The State will issue a Purchase Order to order any deliverables. The Contractor is not authorized to begin performance until in receipt of a Purchase Order.

Notification of award or purchase order on [www.buy4michigan.com](http://www.buy4michigan.com) does not constitute a purchase order. Specifications, pricing, delivery requirements, and all other requirements on the Purchase Order cannot be changed except by a written revision of the Purchase Order.

## **4. Service Levels**

### **4.1 Time Frames**

All Contract Activities must be delivered within **30** calendar days from receipt of order. The receipt of order date is pursuant to Section 2, Notice provisions of the Standard Contract.

### **4.2 Locations**

Delivery will be made to various locations throughout the State.





## **5. Support**

### **5.1 Technical Support**

The Contractor toll-free number for technical support is: 1-800-955-1317

The Contractor is available for technical support 7:00 a.m. – 4:30 p.m. EST, Monday – Friday, including all State of Michigan Holidays. (See Section 2.1, above).

When contacted for technical support, the Contractor must resolve the caller's issue within **60** minutes. If the issue cannot be resolved within **60** minutes, on-site technical support must be scheduled and performed within **72** hours of the time the initial call for support occurred.

If the Contractor is unable to provide on-site technical support within **72** hours of the initial call for support, the Contractor may utilize the services of a qualified sub-contractor, provided the technical support is performed within **72** hours of the initial call for support.

The Contractor maintains sole responsibility for payment to sub-contractor.

The contact name and telephone number for emergency situations occurring outside standard technical support hours is: Call Center: 800-955-1317 / Jeff Swinehart: 616-257-1180

### **5.2 Training Support**

The Contractor toll-free number for training support is: 1-800-955-1317

The Contractor is available for training support during the hours of 7:30 a.m. to 4:30 p.m. EST, Monday – Friday, including all State of Michigan Holidays as outlined in Section 2.1, Customer Service, above.

If the Contractor is unable to provide on-site training support within **72** hours of the initial call for support, the Contractor may utilize the services of a qualified sub-contractor, provided the technical support is performed within **72** hours of the initial call for support.

The Contractor maintains sole responsibility for payment to sub-contractor.

## **6. Software**

The Contractor will provide a copy of any applicable licensing agreement.

All required software upgrades and/or patches will be included at no charge to the State.

After each software change, enhancement or upgrade, all required on-site training will be included at no charge to the State.

## **7. Reporting**

The Contractor will submit reports, at no charge, to the Program Manager or DTMB Contract Administrator as requested, i.e. usage reports.

The State reserves the right to request additional reports at no charge.

If Deliverables incorporate recycled or recyclable material (Section 15.2 Recycled Content and Recyclability), the Contractor will submit a report of all items sold during that calendar year containing recycled / recyclable material(s). Recycled Commodities Report is due to the DTMB Contract Administrator by the second Friday of every December.

## **8. Meetings**

The State may request meetings as it deems appropriate.

## **9. Staffing**

### **9.1 Contractor Representative**

The Contractor Representative, knowledgeable about Contract Activities, specifically assigned to State of Michigan accounts, and available to answer questions related to ordering and delivery, etc., is:  
Jeff Swinehart 616-257-1180

The Contractor will notify the Contract Administrator when there is a change in the Contractor Representative.

### **9.2 Customer Service Toll-Free Number**

The Contractor toll-free number for the Contractor Representative is: 1-800-955-1317

The Contractor Representative is available for calls during the hours of 7:30 a.m. to 4:30 p.m. EST, Monday – Friday, Including State of Michigan Holidays as outlined in Section 1.8, above.

### **9.3 Disclosure of Subcontractors**

If the Contractor does not intend to utilize subcontractors for this Contract.

### **9.4 Facility Security and Rules**

The Contractor will be subject the following security procedures:



The Contractor's employees have all passed a background check. The Contractor's technicians are required to wear uniforms and badges. The Contract will submit background checks to the facilities as required

The State may require the Contractor's personnel to wear State issued identification badges. The State may perform an additional background check under Standard Contract Terms, #12 – Background Checks. The Contractor agrees to provide a list of all personnel, including the name and date of birth, who will be assigned to State work.

Contractor agents or employees may be required to enter high security State locations and will be subject to any applicable rules, regulations, or conditions.

At least 24 hours prior to order delivery at a Michigan Department of Corrections facility, the carrier should call and provide the information for Law Enforcement Information Network (L.E.I.N.) clearance of the delivery driver and rider(s). Failure to provide the required information (i.e., driver's license number and/or social security number) may result in the vendor being denied access to the correctional facility.

The State reserves the right to deny access to any institution and/or facility to any Contractor(s) staff member who fails to comply with any applicable State, federal or local law, ordinance or regulation, or whose presence may compromise the security of the facility, it's members or staff.

The State will not be responsible for costs incurred for denial of access.

## **10. Pricing**

### **10.1 Price Term**

Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

### **10.2 Price Changes**

Adjustments will be based on actual changes to Contractor costs. All requests must be supported by written documentation of the change in costs. The State may consider the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters regarding price increases, or any other relevant data.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

## **11. Ordering**

### **11.1 Authorizing Document**

The appropriate authorizing document for the Contract will be Purchase Order.

### **11.2 Order Verification**

The Contractor must have internal controls to verify abnormal orders and to ensure that only authorized individuals place orders.

## **Delivery**

### **Delivery Programs**

All deliverables must be delivered within 30 days after receipt of order.

The Contractor must explain in detail its delivery programs (e.g., standard delivery and quick-ship), including any limitations such as quantity.

The Contractor will utilize the best transportation method (e.g., UPS, FedEx, Contractor fleet, or other third party carrier) in delivery of the Contract Activities. Additional charges may apply for expedited shipping.

The Contractor will quote prices "F.O.B. Destination, within Government Premises" with transportation charges prepaid on all orders.

### **12.2 Packaging and Palletizing**

Packaging will be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets. Packaging and containers must meet the



current requirement of State and Federal law applicable to rail and motor carrier freight classifications, which will permit application of lower freight rates.

Where the weight of a shipment is less than 150 lbs. or where shipments could be separated into smaller parcels, the Contractor will use the State's current express delivery carrier, UPS. If the shipment weights less than 150 lbs., but the deliverable costs \$3,000.00 or more, it will be sent by a State authorized carrier.

#### **Acceptance**

#### **Acceptance, Inspection and Testing**

Acceptance is outlined in Section 16 of the Standard Contract Terms.

### **14. Invoice and Payment**

#### **14.1 Invoice Requirements**

All invoices submitted to the State will include:

- (a) contract number
- (b) ship-to location
- (c) date
- (d) purchase order;
- (e) quantity;
- (f) description of the Contract Activities;
- (g) unit price;
- (h) shipping cost (if any); and
- (i) total price.

#### **14.2 Payment Methods**

The State will make payment for Contract Activities by electronic transfer.

Electronic transfer requirement are outlined in the Standard Contract Terms, Section #20 – Terms of Payment.

### **15. Additional Requirements**

#### **15.1 Environmental and Energy Efficient Products**

N/A

#### **15.2 Recycled Content and Recyclability**

**Deliverable(s).** Without compromising performance or quality, the State prefers Deliverable(s) containing higher percentages of recycled materials. The Bidder indicates an 0% recycled materials contained in each Deliverable:

#### **15.3 Hazardous Chemical Identification**

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor will provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered.

The Contractor will identify each hazardous chemical, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor will identify any hazardous chemicals that will be provided under this contract.

#### **15.4 Mercury Content**

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor will explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If cost competitive alternatives do not exist, the Contractor will provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

#### **15.5 Brominated Flame Retardants**

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor will disclose whether the products contain BFRs.

### **16. Key Personnel**

The Contractor has appointed one individual who will be directly responsible for the day to day operations of the Contract ("Key Personnel"). Key Personnel will be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours. The Contractor's Key Personnel is: Jeff Swinehart 616-257-1180, located in Wyoming, Michigan.



The Contractor will not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar day training period for replacement personnel.

**16.1 Non-Key Personnel**

The Contractor will notify the Contract Administrator when removing or assigning non-key personnel.

**16.2 Organizational Chart**

The Contractor will provide an organizational chart that details staff members, by name and title, and any subcontractors.

**17. Liquidated Damages**

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Removal of Key Personnel may interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. The State reserves the right to assess liquidated damages against Contractor as specified.

The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State. The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.



# STATE OF MICHIGAN

Contract No.  
PERIMETER FENCE

## EXHIBIT B-1 PRICING FOR INTEGRATED SECURITY CORPORATION INFINITY 2020 PERIMETER FENCE SECURITY SYSTEMS

**Quantities Stated are not indicative of, nor guarantees of, quantities to be ordered.**

Prices include all costs including (but not limited to) shipping, any one-time or set-up charges, fees, and potential costs.

PRICING INCLUDES SHIPPING COSTS

Commodity Code	Item Number	Item	Description	Price
680-97	S-10	Sensor Cable	Fence-mounted cable with sensors	6.10
680-97	S-9	Lead Cable	Cable to connect various system components	1.05
680-97	JB-F	Junction Box	PVC, fence-mounted used to attach multiple zones of S-10 Sensor Cable	80.00
680-97	TY-WRAP1	Ty-Wraps	UV and weather resistant to attach S-10 Sensor Cable to fence – 1,000 per bag	55.00
680-97	TY-WRAP-SS	SS Ty-Wraps	Stainless steel to attach S-10 Sensor Cable to fence – 1,000 per bag	75.00
680-97	1CBLE-CCC01	Splice Coffin	Splice Coffin	7.00
680-97	900501-A	Controller Card	Infinity 2000 Controller Card	1,450.00
680-97	900502	Transponder Card	Infinity 2000 Transponder Card	1,450.00
680-97	VB	Vision Board	Monitors up to 16 zones of S-10 Sensor Cable	1,000.00
680-97	SIB	Sensor Interface Board	Interface for field connections and surge suppression	490.00
680-97	RB	Relay Board	Zone alarm output relays for external systems, two per zone	490.00
680-97	P-16	Processor Enclosure	Enclosure that includes power supply, battery backup, surge suppression and tamper switch and houses Vision, Sensor Interface and Relay Boards	1,625.00
680-97	WX-75M	Weather Station	Monitors wind and precipitation conditions. Available for replacement only	900.00
680-97	WX-2020	Weather Station	Monitors wind and precipitation conditions	1,625.00
680-97	INFINITY 2020	Infinity 2020 Software	Full-featured, graphical interface with data log retention of all activities, alarms/events, sensitivity adjustments and arm/disarm function each zone individually from the central computer. No field adjustments required, wind and precipitation compensation for each zone from computer keyboard. Password protection of system software.	2,300.00
680-97	INFINITY 2020-M	Infinity 202 Maintenance Software	Non-graphical software for set-up and maintenance. Used with external head	650.00
680-97	COMP-D	Desk Top Computer	Dell desk top computer for use with Infinity 2000 Software	1,700.00
680-97	COMP-L	Laptop Computer	Dell laptop computer with DOS software for testing and adjustment	1,700.00
962-46	DTSR	Technical Support	Daily technical service rate based on 8-hour work day, including transportation	135.00



## STATE OF MICHIGAN

Contract No. \_\_\_\_\_  
PERIMETER FENCE

EXHIBIT B-2 PRICING FOR SENSTAR  
FlexPS FENCE-MOUNTED PERIMETER INTRUSION DETECTION SYSTEM

Quantities Stated are not indicative of, nor guarantees of, quantities to be ordered.

COMPONENT PRICING INCLUDES SHIPPING

Commodity Code	Item Number	Description	Unit	Price
680-97	C6FG0902	Mark 2 sensor cable for FlexPS™/Intelli-FLEX, 150m (500') roll.	EA	760.00
680-97	G5FG0203	MEX sensor cable on 300m (984 ft.) roll (terminations and cable ties sold separately).	EA	1,510.00
680-97	G5FG0501	MEX sensor cable on 100m (328 ft.) roll, includes 333 UV resistant cable ties (terminations sold separately).	EA	565.00
680-97	GH0916	Bag of 1,000 UV Resistant cable ties.	EA	60.00
680-97	O0SW0100	UCM (Universal Configuration Module) Software on CD.	EA	50.00
680-97	G5DA0120	FlexPS™ product documentation on CD.	EA	60.00
680-97	GE0444	Interface Cable, 3m USB Male Type A to USB Male Type B, for use with Universal Configuration Module (UCM) software.	EA	22.00
680-97	C6KT2600	Cable splice and terminator kit.	EA	29.00
680-97	O0EM1302	Mini Silver Network Interface Unit, USB to RS-422 and single-mode fiber optic (SMFO)	SET	440.00
680-97	O0FG0200	Network Managers (Silver, Sennet, Crossfire and MX) on CD, runs as Windows application, CD includes Alarm Integration Module software (requires separately purchased hardware key for normal operation), Network Manager SDK (simulator, API documentation, and sample code), and Status, Event Log, and Plot tools, up to 10 Network Managers may run on a PC, purchase of CD licenses one PC to run Network Manager, Windows XP Pro and Windows 7 compatible.	EA	930.00
680-97	A4EM0200	Network power supply, 115/230 VAC, 50/60 Hz input, 48 VDC/100 W output, mounted in a painted aluminum CSA Type 4, enclosure 26 x 23 x 13 cm (11 x 9 x 5 in.).	EA	1,610.00
680-97	O0SW0230	USB security key ("dongle") for Alarm Integration Module (AIM) software.	EA	1,110.00
680-97	C6KT2300	Power Supply, 100-240 VAC, 15 VDC, 1.33 A, rated for indoor use only, comes with set	EA	110.00
680-97	O0EM1400	ultraLink processor module, provides 8 relay outputs and 8 dry-contact inputs,	EA	722.00
680-97	O0EM1500	ultraLink expansion module, 32 dry-contact inputs, DIN-rail mount, includes link cable for side-by-side modules.	EA	820.00
680-97	O0EM1600	ultraLink expansion module, 32 relay outputs, DIN-rail mount, includes link cable for side-by-side module.	EA	820.00
680-97	GP0151	DIN rail DC power supply for ultraLink I/O modules, 24 VDC, 40W, 85 – 264 VAC47 – 64 Hz input, DC OK relay	EA	75.00
680-97	O0BA2101	Comm card, single-mode fiber optic (SMFO), G2 Silver.	EA	460.00
680-97	O0BA2000	Comm card, EIA-422 copper, G2 Silver.	EA	460.00
680-97	O0BA1901	Comm card, multi-mode fiber optic (MMFO), G2 Silver.	EA	460.00
680-97	E4FG0101	ultraWave transmitter and receiver pair, includes two mounting kits and four cable glands.	EA	1,576.00
680-97	G6DA0120	FlexZone product documentation, CD.	EA	55.00
680-97	G6EM0101	FlexZone, 4 processor in NEMA 4 aluminum enclosure, provides up to 4 independent zones of detection, includes mounting clamps.	EA	1,725.00
680-97	G6EM0102	FlexZone-20 processor in NEMA 4 aluminum enclosure, provides up to 20 independent zones of detection, includes mounting clamps.	EA	2,489.00
680-97	G6FG0111	FlexZone sensor cable on 150m (492 ft.) roll (splices, cable ties, and terminators sold separately).	EA	1,068.00
680-97	G6KT0101	FlexZone cable splice kit.	EA	53.00
680-97	G6KT01201	FlexZone cable terminator.	EA	85.00
680-97	G6KT0300	FlexZone armored sensor cable conduit, protective enclosure for splices and terminators, used with armored cable (splices and terminators sold separately).	EA	133.00
680-97	G6KT0101	FlexZone/FlexPS™/IntelliFLEX gate sensor cable quick disconnect kit, one required for swinging gates, two for sliding gates, includes 2 splice kits for attaching sensor cable.	EA	53.00
680-97	G5KT0301	FlexPS circuit card on adaptor plate for mounting into FPS enclosure	EA	1,478.00
680-97	G5KT0302	FlexPS circuit card on adaptor plate for mounting into Intelli-FLEX enclosure	EA	1,478.00
680-97	G5EM0101	FlexPS processor in NEMA 4 aluminum enclosure	EA	1,640.00
680-97	J4KT0302	StarNet-1000 Software and Hardware Bundle - Small	EA	5,677.00
680-97	J4KT0800	Creation of custom site database and first map.	EA	2,422.00
680-97	G5EM0200	FlexPS circuit card assembly on mounting plate	EA	1,415.00
962-46	DTSR	Daily technical service rate based on 8-hour work day including travel.	HR	1,000.00